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when the parties agreed that the land should be granted free and clear of all incumbrances and they did not expressly except the highways that they did not intend the areas within the highways should be included. The court, however, thought differently saying that the agreement to convey the land free from incumbrances would, at best, only entitle the grantee to a reduction from the purchase money to the amount the existence of the highway reduced the value of the tract.

LEASE—DESCRIPTION—UNCERTAINTY—PAROL EVIDENCE.—G, possessed a lease which granted him the right to quarry stone from a parcel of land "beginning 80 rods easterly of the south-west part of my farm, and extending northerly to the north line of land owned by me, 80 rods east of the land shore." In a suit by G, against X, for compensation for stone taken from land which G, claimed was covered by the lease, *Held*, (1) that the lease was void for uncertainty of description of the point of beginning, and (2) that parol evidence was inadmissible to show what land the parties intended to include therein. *Goodsell v. Rutland Canadian Ry. Co.* (1903), —Vt.—56 Atl. Rep. 7.

The lack of a definite starting point of boundary has frequently rendered descriptions of land void for uncertainty. *La Franc v. Richmond*, 5 Sawyer 601; *Pry v. Pry*, 109 Ill. 466; *Edens v. Miller*, 147 Ind. 208. And parol evidence cannot be introduced to aid in showing what the parties intended by a description so inherently insufficient. *Gaston v. Weir*, 74 Ala. 193; *McRoberts v. McArthur*, 62 Minn. 310. But the rule requiring certainty of description is not to be understood as excluding parol evidence altogether. Extrinsic evidence may always be introduced to apply the description to the earth to locate the land described. *Cox v. Hart*, 145 U. S. 376; *Mead v. Parker*, 115 Mass. 413.

MASTER AND SERVANT—TORT OF THE SERVANT—MASTER'S LIABILITY.—Ford, a night watchman authorized by the defendant to arrest trespassers in the yards of the defendant at East Rome, arrested the plaintiff for attempting to steal a ride. On the way to the calaboose of the town the prisoner broke away and ran. The night was dark and Ford fired in the direction the plaintiff was running for the purpose of frightening him and causing him to stop. The bullet struck the plaintiff's leg and as a result of the wound the leg was amputated. In an action against the defendant for the injury, *Held*, the plaintiff could recover. *Southern Railway Co. v. James* (1903), —Ga.—45 S. E. Rep. 303.

The court found that Ford's act in firing in the direction of the prisoner was "negligent, wanton and reckless," yet within the scope of his authority. The principal defenses were that Ford had no authority to imprison the plaintiff and that the act of shooting the prisoner was a crime and therefore an act that could not be authorized. But it was held that the authority to imprison necessarily followed from the power to arrest and that the shooting was the means adopted by the servant in executing a lawful act authorized by the master—the civil liability of the master remaining unaffected by the criminal act of the servant. *Nobelsville, etc., Road v. Gause*, 76 Ind. 142, 40 Am. Rep. 224 and note; *Smith v. L. & N. Rd. Co.* 95 Ky. 11, 22 L. R. A. 72; *Howe v. Newmarch*. 12 Allen 49; *McManus v. Crickett*, 1 East 106; *Moore v. Sanborn*, 2 Mich 519, 59 Am. Dec. 209; *Williams v. Brooklyn Dist. Tel. Co.*, 33 N. Y. Sup. 849; *Golden v. Newbrand*, 52 Ia. 59, 35 Am. Rep. 257; *Candiff v. L. N. etc. Ry. Co.*, 42 La. Ann. 477. See POLLOCK ON TORTS (6th ed.) pp. 83-89 for a discussion of some close cases on the subject of the master's liability.